



P A T E N T

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of:

James T. Casey et al.

Serial No.: 09/934,167 Examiner: David W. Scheuermann

Filed : August 20, 2001 Group Art Unit: 2834

For : SPOKE CONSTRUCTION FOR AN AC GENERATOR'S
TWO-PIECE EXCITER DIODE WHEEL

Docket No.: 55771/102/101

DECLARATION OF MARVIN A. BAIL

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

CERTIFICATE UNDER 37 C.F.R. 1.8

I hereby certify that this correspondence is being deposited with the United States Postal Service on the date shown below with sufficient postage as first class mail in an enveloped addressed to the Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450 on this 16th day of July, 2003

By: Laurie E. Nemitz

Laurie E. Nemitz

I, Marvin A. Bail do declare as follows concerning the above-identified application:

1. I am a coinventor of the invention forming the subject of the above-identified application (Invention).

2. I was an employee of Dresser Industries, Inc. (DI) and then of Dresser Rand (DR), a joint venture of DI and Ingersoll Rand from approximately 1985 until 1997 at which time I retired

from DR. While so employed, I provided engineering services to the Turbodyne/Electric Machinery division of first DI and then DR located at 800 Central Ave., Minneapolis, MN 55413.

3. On information and belief:

* During 1999, the Turbodyne/Electric Machinery division of DR was sold by DR to Ideal Electric (Ideal) and has thereafter conducted business as Electric Machinery Company Inc. (hereafter EM).

* This sale involved the transfer of the going concern assets of the Turbodyne/Electric Machinery division to Ideal, including the assets located at 800 Central Ave., Minneapolis, MN 55413. The transferred assets have been sufficient to allow the EM enterprise to continue the existing business activities of the Turbodyne/Electric Machinery division without interruption.

4. While employed by DI, I executed an invention assignment agreement dated 5/86 (hereafter IAA) binding me to assign to DI all inventions made in the course of my employment by DI. A true copy of that IAA is attached.

5. When the Invention was conceived by me, I was an employee of Manpower Inc., on assignment for development engineering duties at EM.

6. Before the Invention was conceived and at all times

while I have been an employee of Manpower Inc. and on assignment at EM, I considered that the IAA signed on 5/86 with DI continued to obligate me to assign to EM, rights in the Invention and any other inventions made for EM. I have not at any time disputed my obligation to assign the above-identified application to EM.

7. I did in fact assign the instant patent application to EM without any consideration for reviewing and executing the instant application, other than my normal and regular salary as paid by Manpower Inc.

8. I have never had, while on assignment at EM whether as an employee of Manpower Inc. or otherwise, any written or oral obligations to assign to Manpower Inc. or to any other entity but to EM, the Invention or other inventions made by me.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed by me to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued

thereon, I further declare that I understand the content of this declaration.

Respectfully submitted,

Marvin A. Bail

Dated:

June 30, 2003

Marvin A. Bail
Marvin A. Bail
Co-Inventor



TURBODYNE DIVISION, DRESSER INDUSTRIES, INC. - 800 CENTRAL AVENUE - MINNEAPOLIS, MINNESOTA 55413

**EMPLOYEE INVENTION AND CONFIDENTIAL
INFORMATION AGREEMENT**EXECUTIVE OFFICES
612-378 8000

In consideration of my employment or the continuation of my employment by Dresser Industries, Inc., its subsidiaries or affiliates, I agree that:

1. I shall promptly disclose to Dresser Industries, Inc. or its designee any and all inventions, developments or innovations (hereinafter referred to as "said inventions"), whether patentable or unpatentable, made or conceived by me, either solely or jointly with others: (a) during the term of my employment that relate to, or arise out of, any developments, services or products of, or pertain to the business of Dresser Industries, Inc. or any of its subsidiaries or divisions and (b) for a period of six (6) months after termination of my employment said inventions that relate to, or arise out of, any developments, services or products that I have been concerned with during the term of my employment.
2. I hereby assign and agree to assign to Dresser Industries, Inc., its successors and assigns, my entire right, title and interest in and to any of said inventions.
3. I shall, without further compensation, do all lawful things, including: maintaining invention records which shall be the property of Dresser Industries, Inc., rendering assistance and executing necessary documents, as requested, to enable Dresser Industries, Inc. to file and obtain patents in the United States and foreign countries on any of said inventions, as well as to protect Dresser Industries, Inc.'s interest in any of said inventions.
4. I am listing on the back of this agreement all inventions relating to any development, service or product of or pertaining to the business of Dresser Industries, Inc. and any subsidiaries or divisions thereof that were owned or controlled by me at the time of entering its employment and which shall be excluded from this agreement.
5. I shall not, during the term of my employment or thereafter, disclose to others or use any confidential technical or business information belonging either to Dresser Industries, Inc. or to a customer or client of Dresser Industries, Inc.'s except as authorized in writing, respectively, by Dresser Industries, Inc. or such customer or client. "Confidential technical or other confidential business information" means any information which I learn or originate during the course of my employment, regardless of whether it is written or otherwise tangible that (a) is not generally available to the public and (b) gives one who uses it an advantage over competition.
6. Upon termination of my employment, I shall surrender to Dresser Industries, Inc. any and all things such as drawings, manuals, documents, photographs and the like (including all copies thereof) that I have in my possession relating to the business of Dresser Industries, Inc. or any division or subsidiary thereof.
7. This agreement may not on behalf of or in respect to Dresser Industries, Inc. be modified or terminated in whole or in part, except by an instrument in writing signed by an officer or other authorized executive of Dresser Industries, Inc.
8. I agree that this agreement shall be binding upon my heirs, executors and other legal representatives or assigns.

Witness
Employee

Date

5/86

**EMPLOYMENT AGREEMENT
RELATING TO INTELLECTUAL PROPERTY**

IN CONSIDERATION of my employment by Dresser-Rand Company or an affiliated company as applicable (hereinafter called "COMPANY"), I agree as follows:

1. I hereby assign to the COMPANY, my entire right, title and interest in and to all inventions, copyrightable material and designs I make, conceive or create, either solely or jointly with others,
 - (a) during the period of my employment that relate, directly or indirectly, to the business, the products or the research or development work of the COMPANY, or
 - (b) that are developed while using materials or facilities of the COMPANY.
2. I shall disclose each such invention, copyrightable material or design to the COMPANY promptly after it is conceived or created. At the request of the COMPANY and without charge to the COMPANY but at its expense, I shall execute and deliver all papers necessary or desirable for obtaining patents on such inventions and designs or for registering copyrights and do any necessary and proper acts to perfect the COMPANY's rights under this Agreement.
3. During my employment and thereafter, I shall keep secret and confidential and not disclose to any unauthorized person, any secret or confidential information of the COMPANY that I obtain as a result of or during my employment.
4. I shall return to the COMPANY on the termination of my employment or on request by the COMPANY all documents and materials belonging to the COMPANY.
5. If I am transferred to an affiliate of the COMPANY, this Agreement shall continue in full force and effect and all the conditions of this Agreement shall be effective between such affiliate and me with the same force and effect as if originally made with such affiliate until superseded by a similar agreement with such affiliate.
6. My obligations under this Agreement are binding on my assigns, heirs, administrators and other legal representatives.
7. All patents and copyright registrations and all inventions, copyrightable material and designs owned by me, which are therefore excluded from this Agreement, are listed on the reverse side of this Agreement.
8. Paragraph 1 of this Agreement does not apply to any invention for which no equipment, supplies, facility or trade secret information of the COMPANY was used and that I developed entirely on my own time and (1) that does not relate (a) directly to the business of the COMPANY or (b) to the COMPANY's actual or demonstrably anticipated research or development, or (2) that does not result from any work performed by me for the COMPANY.

This Agreement is effective and executed by me this 15 day of June, 19 89 X

DRESSER-RAND COMPANYS.T.M.&Gcompany division800 Central Avenue N.E.division addressMinneapolis, MN 55413city, stateJoseph F. Oczakcompany representative (print name)

Employee:

JAMES T. CASEYprint or type full namesignature

Note: If items have been listed as provided in Paragraph 7, the company representative should immediately forward a copy of such list and this completed form to the COMPANY Patent Counsel in Corning.

FP 104M.88
Revised: 3/13/89



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DECLARATION OF JAMES T. CASEYCommissioner for Patents
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Alexandria, VA 22313-1450CERTIFICATE UNDER 37 C.F.R. 1.8

I hereby certify that this correspondence is being deposited with the United States Postal Service on the date shown below with sufficient postage as first class mail in an enveloped addressed to the Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450 on this 11th day of July, 2003

By: Laurie E. NemitzLaurie E. Nemitz Gutrup

I, James T. Casey do declare as follows concerning the above-identified application:

1. I am a coinventor with Marvin Bail of the invention forming the subject of the above-identified application (Invention).

2. I was an employee of Dresser Industries, Inc. (DI) from approximately 1986 to approximately 1987 and then of Dresser

Rand (DR), a joint venture of DI and Ingersoll Rand, from approximately 1987 to 1999. While so employed, I provided engineering services to the Turbodyne/Electric Machinery division of first DI and then DR located at 800 Central Ave., Minneapolis, MN 55413.

3. On information and belief:

* During 1999, the Turbodyne/Electric Machinery division of DR was sold by DR to Ideal Electric (Ideal) and has thereafter conducted business as Electric Machinery Company Inc. (hereafter EM).

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4. While employed by DR, I executed an invention assignment agreement dated June 15, 1989 (hereafter IAA) binding me to assign to DR all inventions I made "that relate, directly or indirectly, to the business, the products or the research or development work" of DR or "that are developed while using materials or facilities of" DR. A true copy of that IAA is

attached.

5. The Invention was conceived by inventor Bail and me when I was an employee of EM and falls within the categories of inventions defined in the IAA.

6. Before the Invention was conceived and at all times while I have been an employee of EM, I considered that the IAA signed in favor of DR continued to obligate me to assign to EM, rights in the Invention and any other inventions made for EM. I have not at any time disputed my obligation to assign the above-identified application to EM.

7. I did in fact assign the instant patent application to EM without any consideration for reviewing and executing the instant application, other than my normal and regular salary as paid by EM.

8. I have never had, while employed by both DR and EM, any written or oral obligations to assign to any other entity but to DR and EM during the respective times I was employed by them, the Invention or other inventions made by me.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed by me to be true; and further that these

statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon, I further declare that I understand the content of this declaration.

Respectfully submitted,

Dated: 7/15/03


James T. Casey
Co-Inventor